

In Re:

FOREIGN ECONOMIC INDUSTRIAL BANK LIMITED, et al.
LARISA IVANOVNA MARKUS, et al.

April 6, 2020

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UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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In the Matter of:
FOREIGN ECONOMIC INDUSTRIAL BANK Lead Case No.
LIMITED, "VNESHPROMBANK" LTD., AND 16-13534-mg
STATE CORPORATION "DEPOSIT INSURANCE
AGENCY",
 Debtors.

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In the Matter of:
LARISA IVANOVNA MARKUS AND Main Case No.
YURI VLADIMIROVICH ROZHKOV, 19-10096-mg
 Debtors.
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ROZHKOV,
 Plaintiff, Adv. Proc. No.
v. 19-01413-mg
LARMAR FOUNDATION, et al.,
 Defendants.

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YURI ROZHKOV AND THE STATE CORPORATION DEPOSIT INS,
Plaintiff, Adv. Proc. No.
v. 19-01414-mg
LARMAR FOUNDATION, et al.,
Defendants.

- - - - -x

United States Bankruptcy Court
One Bowling Green
New York, New York

April 6, 2020
10:00 AM

B E F O R E:
HON. MARTIN GLENN
U.S. BANKRUPTCY JUDGE

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16-13534-mg Foreign Economic Industrial Bank Limited, "Vn and
State Corporation "Deposit Insurance Agency &q Ch. 15
Doc #194 Case Management Conference.

19-10096-mg Larisa Ivanovna Markus and Yuri Vladimirovich
Rozhkov Ch. 15
Doc# 247 Case Management Conference.

Adversary proceeding: 19-01413-mg Rozhkov v. LARMAR Foundation
et al
Doc# 10 Case Management Conference.

16-13534-mg Foreign Economic Industrial Bank Limited, "Vn and
State Corporation "Deposit Insurance Agency&q
Adversary proceeding: 19-01414-mg Yuri Rozhkov and The State
Corporation Deposit Ins. v. LARMAR Foundation et al
Doc# 10 Case Management Conference

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LAW OFFICE OF VICTOR A. WORMS

Attorney for Larisa Markus

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BY: VICTOR A. WORMS, ESQ. (TELEPHONICALLY)

1 P R O C E E D I N G S

2 THE COURT: All right. This is Judge Glenn. We're
3 here in two Chapter 15 cases, Foreign Economic Bank Limited,
4 16-13534, and Larisa Markus, 19-10096, and in two adversary
5 proceedings, Rozhkov v. LARMAR, et al., 19-01413, and 19-01414.

6 May I have the appearances of counsel please? First
7 for the Foreign representatives?

8 MR. MARKS: Your Honor, this is Bruce Marks. I
9 represent the Deposit Insurance Agency, as a foreign
10 representative for Vneshprombank, and I represent Mr. Rozhkov
11 as the trustee for Ms. Markus.

12 I believe on the line we have Nina Khan of my office,
13 and I'm hopeful that Sergey Sokolov of our Moscow office is
14 also on the line.

15 THE COURT: Yes, I see that he's joined, as well. All
16 right.

17 And for Mr. Worms, and Mr. Singer, could you make your
18 appearances please? First Mr. Singer?

19 MR. SINGER: -- Protax entities.

20 THE COURT: Mr. Singer, I couldn't hear you.

21 MR. SINGER: Hello?

22 THE COURT: Could you make your appearance again?

23 MR. SINGER: Yes.

24 THE COURT: Yes, go ahead.

25 MR. SINGER: Daniel Singer. I'm here for what is

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1 commonly referred to as the LM Entities, and the Protax
2 Entities.

3 THE COURT: Okay.

4 MR. WORMS: Hello?

5 THE COURT: Mr. Worms? Mr. Worms, are you there?

6 MR. WORMS: -- 15 proceedings.

7 THE COURT: I'm sorry, I couldn't hear.

8 MR. WORMS: Hello?

9 THE COURT: Mr. Worms, could you make your appearance
10 again?

11 MR. WORMS: Yes. Yes, Your Honor.

12 THE COURT: Yes, go ahead. Make your appearance.

13 MR. WORMS: Victor A. Worms appearing for the debtor,
14 Larisa Markus, and the bank, but only in reference to the
15 Chapter 15 proceeding, only the Chapter 15 proceeding, Your
16 Honor.

17 THE COURT: Did you not file an appearance in the
18 adversary proceedings?

19 MR. WORMS: I -- I'm not -- no, Your Honor, and I made
20 it clear to Mr. Marks in a written submission that I would not
21 be appearing for -- in the adversary proceeding. I was not
22 retained, and I have no authority or --

23 THE COURT: Okay.

24 MR. WORMS: -- authorization to act in connection with
25 the adversary proceedings, Your Honor.

1 THE COURT: All right. That's fine. Thank you very
2 much, Mr. Worms.

3 All right. The case -- the cases, plural, are
4 scheduled for case management conferences today. I had
5 previously ordered that status reports be filed, and I received
6 three that I've reviewed. I have Mr. Marks' April 2, 2020
7 letter in both Chapter 15 cases. I have from that same date,
8 April 2, I have Mr. Singer's letter regarding all of those
9 cases, and then today, there was an additional filing by Mr.
10 Singer, April 6th, 2020 letter from Mr. Singer with further
11 information. So I've reviewed all of those.

12 Let me -- I think both Mr. Marks' letter, and Mr.
13 Singer's letter, long letter, first request that discovery
14 continue to be stayed. There's a disagreement whether that
15 should be for four weeks or six weeks, 30 days that Mr. Marks
16 has asked for in his April 2 letter, 30 days while settlement
17 discussions go on, and Mr. Singer's April 2 letter asked for a
18 longer period than that.

19 First, Mr. Marks, is there any update that you wish to
20 make other than what's included in your April 2 letter?

21 MR. MARKS: Well, Your Honor, on Friday, as the Court
22 may or may not know, Judge Liman essentially affirmed the
23 sanctions order and the fees order, he affirmed for the most
24 part, and then remanded two issues for Your Honor which we're
25 prepared to discuss today, and we only got the decision, a

1 50-some page decision late in the afternoon on Friday, so we
2 did not -- have not submitted that yet to the Court.

3 MR. WORMS: Your Honor?

4 THE COURT: And I did receive the opinion -- hold on,
5 Mr. Worms. I did receive and review Judge Liman's decision, so
6 it is a lengthy opinion. I want to review it further, but I
7 will do that.

8 Mr. Marks, is there anything else that you want to
9 update the Court on?

10 MR. MARKS: Well, we do want to proceed, Your Honor,
11 before Your Honor on the issues for remand. I'm prepared to
12 discuss our thinking on that now, or we can do that at some
13 later time after Your Honor has had a chance to review the
14 opinion.

15 MR. WORMS: May I respond briefly, Your Honor?

16 THE COURT: We'll come -- we will talk about that.
17 No, just wait a second, Mr. Worms. We will discuss further
18 proceedings in light of the remand from Judge Liman. We'll
19 come to that a little later in the hearing.

20 Other than the issue of sanctions against Mr. Worms,
21 are there any other issues that you wish to update, Mr. Marks?

22 MR. MARKS: No, I think our letter of April 2nd lays
23 out what we think the Court asked us to do. I don't see a need
24 to rebut Mr. Singer's letter. We could just proceed as Your
25 Honor sees fit.

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1 THE COURT: Okay. Mr. Singer, is there anything you
2 wish to update further?

3 MR. SINGER: No, I think there's no update on
4 settlement. I mean, I am waiting for Mr. Heinz's (ph.) review
5 of the agreement as I said in my letter, and again if something
6 comes up that I feel I need to respond to in addition, I will
7 do so.

8 I mean, I didn't want to go into tremendous detail
9 about restrictions that would be in place regardless for doing
10 discovery at this time. I think to a large extent, that's
11 obvious to everybody, but if it becomes necessary, I'll
12 elaborate more on that and other details as it becomes
13 necessary in this phone call.

14 THE COURT: Okay. Mr. Worms, what did you want to
15 add?

16 MR. WORMS: A few things, Your Honor. With respect to
17 the district court's decision, it specifically found that the
18 bankruptcy court held me in criminal contempt, and it vacated
19 that portion that --

20 THE COURT: No, it didn't. No.

21 MR. WORMS: I'm sorry, Judge?

22 THE COURT: Go ahead. No, go ahead. Go ahead, Mr.
23 Worms.

24 MR. WORMS: Yes, Judge, because I had a chance to
25 read, and reread the district court's decision. So one, it

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1 found that I was held in criminal contempt in violation of my
2 constitutional rights by the bankruptcy court. It also found
3 that the bankruptcy court could not impose sanctions on me
4 under Rule 37 of the Federal Rules of Civil Procedure. What it
5 did do is remand to determine to the extent which the Court
6 could act pursuant to its inherent authority, which as the
7 Court knows, is a much more circumscribed scope because this is
8 not an Article III court.

9 I have today filed an appeal with the Second Circuit
10 of Judge Liman's decision, specifically relating to the issues
11 of the inherent authority, although the nature of the appeal is
12 much broader in scope but the central point, Your Honor, and
13 it's going to become central when we get to the Second Circuit,
14 is the scope of an Article I court is it -- co-extensive with
15 an Article III court, in respect to inherent authority.

16 So Mr. Marks' statement that the Court essentially
17 affirmed, is not a fair statement because it was a specific
18 finding by the district court that I was held in criminal
19 contempt in violation of my due process right, and furthermore
20 that the predicate which Mr. Marks argued for his legal fees
21 which is Rule 37, does not apply to me because I'm a nonparty,
22 and Rule 37 only applies to parties, which I'm not.

23 So I am not going to waste the Court's time going over
24 all the details of Judge -- the district court's decision. I
25 just wanted to highlight those two portions as being fairly

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1 salient, and also to advise the Court that I did file a notice
2 of appeal with the Second Circuit today.

3 THE COURT: All right. I disagree with a lot of what
4 you've said but now is not the time to deal with it, other than
5 one point. Judge Liman remanded the matter to me, and
6 consequently I do not believe there's a final decision
7 appealable to the Second Circuit, but you'll have to deal with
8 the Second Circuit about that.

9 In any event, I conclude that the matter has been
10 remanded to me and that I have jurisdiction over it, and will
11 go forward on remand from Judge Liman.

12 I think your recitation of the portion of his decision
13 with respect to contempt is entirely inaccurate.

14 MR. WORMS: Judge --

15 THE COURT: And so, I am going to schedule -- no,
16 stop, do not interrupt -- I'm going to schedule further
17 proceedings with respect to the remand from Judge Liman.

18 You also have a motion to withdraw that's pending, Mr.
19 Worms. I will not deal with the motion to withdraw -- for you
20 to withdraw as counsel until the sanctions issues have been
21 resolved by me. So we're going to -- let me say right now,
22 your motion to withdraw is denied without prejudice. I will
23 schedule further proceedings on remand from the district court.
24 I do not believe that it is appealable to the Second Circuit.
25 If you think that I am improperly going forward with matters

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1 before me on remand, you'll have to take that up either with
2 Judge Liman or with the Second Circuit. We will come out of
3 today's hearing with a schedule to go forward on the issues as
4 to which Judge Liman has remanded the matter.

5 MR. WORMS: All right.

6 THE COURT: I do have --

7 MR. WORMS: I do have on -- one point, Your Honor --

8 THE COURT: -- some other questions, let me deal with
9 right now.

10 No, not yet, Mr. Worms. I will tell you when you may
11 speak.

12 One of the other issues that I do want to raise, a
13 question that I want Mr. Worms to address is the other matters
14 that are currently on appeal in the district court that I
15 believe were on appeal before different judges.

16 Mr. Marks' April 2nd letter on pages 5 -- on page 5,
17 he has a chart on pending appeals. The sanctions order, and
18 the attorney's fee order were both pending before Judge Liman,
19 and he issued his ruling and remanded the matter, but it
20 doesn't address the three, four, five, and six in the chart on
21 page 5 of Mr. Marks' April 2nd letter.

22 And Mr. Worms, are you counsel on those appeals? I
23 believe you were the one who appealed the turnover order in the
24 Markus case. I believe you appealed. That's items three and
25 four in Mr. Marks' letter, and it lists two other matters, as

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1 well, as to which appeals are pending.

2 Mr. Worms, can you tell me what other appeals do you
3 have pending in the district court before different district
4 judges?

5 MR. WORMS: Sure, Your Honor. I only have one appeal,
6 and that is the appeal of the turnover order. That is before
7 Judge Torres. I have already, and on a timely basis, submitted
8 my appellate brief. There have been a series of extensions and
9 adjournments requested and granted at the request of both Mr.
10 Marks, who is -- I think he's taken two extensions already, and
11 Mr. Singer also has a separate appeal before a separate judge
12 on the turnover order. I believe he's taken three extensions.
13 So I'm the only one who filed a brief timely, Judge, and has
14 not taken an extension yet.

15 THE COURT: All right. Mr. Singer, do you have -- are
16 your appeals pending before different judges or also before
17 Judge Torres?

18 MR. SINGER: There's two different appeals. One is
19 the turnover order which is before Judge Torres, and the other
20 one is discovery before -- his name is escaping me now,
21 Judge -- Judge Woods, Gregory Woods, and if Mr. Worms is
22 correct, we have sought extensions from Judge Torres. One is
23 still pending. I haven't received a response. Frankly, I
24 assume it's granted at this point because it's past the time,
25 and we -- on consent. We have another one before Judge Woods

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1 where discovery, which I will be -- discuss this with Mr. Marks
2 outside of this conference, but I will be filing an extension
3 for that, as well.

4 And this is -- there's two issues -- I don't want
5 to -- it's already in letters I've submitted to the Court, so I
6 don't waste the Court's time. I mean, there's two issues for
7 this extension. One has been settlement, and the other one has
8 been the coronavirus issue, which I am sure everybody's very
9 familiar with. So I don't want to waste the Court's time on
10 that, but that's effectively the status at this point.

11 MR. MARKS: Judge, it's Mr. Marks. I'm back. I hit
12 the --

13 THE COURT: Yes.

14 MR. MARKS: I meant to hit the -- sorry about that, I
15 hit the wrong button.

16 THE COURT: Go ahead. Do you want to address the
17 issue of the still pending appeals?

18 MR. MARKS: Yeah, what Mr. Worms said, Your Honor, was
19 partly correct but partly not quite correct. Both Ms. Markus
20 and the LM, Protax Entities filed appeals of the turnover
21 order. So they are -- the appeals are now both before Judge
22 Torres, and as Mr. Worms stated, he did file his appellate's
23 brief on time.

24 Mr. Worms opposed consolidating the two appeals, even
25 though they concern the same order and essentially the same

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1 issues, and then Mr. Singer began to ask for extensions.

2 Our position was that we wanted to file a consolidated
3 brief that would respond to both Mr. Worms' appeal, and Mr.
4 Singer's appeal. So each time Mr. Singer asked for an
5 extension, we asked for a similar extension, so that we would
6 be able to coordinate the filing of one response to both
7 appeals. So that's why that has been delayed.

8 Mr. Singer, I believe, requested three extensions. He
9 just requested one recently that the Court hasn't ruled on. I
10 don't think it's ruled on it, but I think we assumed that it
11 would be granted because of the situation. So as soon as Mr.
12 Singer files his brief, it's our intent to file one brief, file
13 it in -- well, one copy in one case, one copy in the other
14 case, so that Judge Torres can rule.

15 Alternatively, we're ready to -- at this point because
16 of the delay, we're ready to file our brief in response to Mr.
17 Worms' appeal, and we'll deal with Mr. Singer's appeal as it
18 comes fit.

19 And on the discovery --

20 THE COURT: Am I correct that Judge -- no, wait just a
21 second. Am I correct that Judge Torres denied a stay of the
22 turnover order?

23 MR. MARKS: I don't believe that -- I'm -- I don't
24 recall.

25 MR. WORMS: Can I interject, Your Honor?

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1 THE COURT: I believe remember reading the copy of --
2 just a second -- I believe I recall, maybe it's I'm mistaken
3 about this but I think that Mr. Worms had sought a stay of the
4 turnover order in the Judge Torres, in an order entered on the
5 docket, denied that motion. Am I incorrect about that?

6 MR. WORMS: Judge, let me respond to that, if I might?
7 There was a motion --

8 THE COURT: Go ahead, Mr. Worms.

9 MR. WORMS: Thank you, Your Honor. There was a motion
10 made prior to the transfer of the monies from Mr. Singer's
11 account to have a stay of the Court's order because the Court's
12 order directed Mr. Singer to transfer the money to the account
13 of the foreign representative's counsel. So that motion for a
14 stay of that transfer, that was what was denied, Judge, and the
15 money was subsequently --

16 THE COURT: Thank you, Mr. Worms.

17 MR. WORMS: -- transferred to Mr. Marks's account, as
18 I understand it.

19 MR. SINGER: And I'll just agree that --

20 THE COURT: Okay.

21 MR. SINGER: -- because I was the one doing the
22 transferring, I will say it was transferred as I had set forth
23 in my letter before --

24 THE COURT: Just stop for a second. Hold on, Mr.
25 Singer. Mr. Singer, I should've said this at the start. So

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1 with our hearing today, and actually with all of the telephone
2 hearings that the Court is conducting, we're using Court
3 Solutions, which you're all called into. The hearing is being
4 recorded by Court Solutions. At the end of each day, they
5 email MP3 files to the Court, and if anyone wishes to order a
6 transcript, they may do so in the normal manner from the Court.
7 So the Court will have the MP3 files.

8 One of the things that's very important with all of
9 our telephone hearings is that before each of you speaks, you
10 identify yourself on the record, so it can be clear who was
11 speaking.

12 Mr. Singer, you had started to speak without
13 identifying yourself. So that's just a reminder to everybody.
14 It's sometimes a little hard to remember that but before each
15 of you responds to any questions or addresses anything to the
16 Court, even though it may seem repetitive, you need to
17 specifically identify yourself for the record. I should've
18 said that earlier. Okay.

19 MR. SINGER: So my apologies, Your Honor.

20 THE COURT: All right.

21 MR. SINGER: Sorry. May I speak?

22 THE COURT: Quite all right -- quite all right.

23 MR. SINGER: With that understanding, may I speak?

24 THE COURT: Yes, go ahead.

25 MR. SINGER: Okay. So I just was saying briefly,

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1 so -- and I set forth in my April 2nd letter, the transfers
2 were made timely, in fact, slightly ahead of time with -- from
3 my account, and also from the 550 Park Avenue account, and it's
4 our position was that was the end of the turnover, and
5 regardless -- and there was no -- and as far as my
6 recollection, though I haven't reviewed the document, as Mr.
7 Worms stated, was that the turnover was denied -- I mean, the
8 stay was denied, and that's why the transfers went forward.

9 THE COURT: All right. From reading the
10 correspondence from Mr. Marks and Mr. Singer, it does appear to
11 me that there remains a dispute about the scope of the turnover
12 obligations by Mr. Singer, or Mr. Singer's clients. I'm not
13 going to resolve those today. I certainly agree to putting
14 further litigation on hold for 30 days while the parties try
15 and complete a settlement.

16 Let me make a couple of comments here. So with
17 respect to any property that remains subject to dispute with
18 respect to the turnover order, I think there are a couple of
19 issues that clearly arise. The recognition order in the Markus
20 case was entered on April 1, 2019, and it's ECF docket number
21 29.

22 With respect to the separate freeze order that Judge
23 Vyskocil had entered, I didn't note the ECF docket number but
24 the order was entered in 2019. Mr. Marks, in his
25 correspondence certainly has taken the position that any

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1 transfers made of property of the debtor after the recognition
2 order on April 1, 2019 is void, again I'm not ruling today, I'm
3 just noting the position taken by Mr. Marks with respect to the
4 recognition order, and I think in my turnover order, I
5 specifically recognize -- I think I specifically recognized,
6 and did state that any transfer would be void after the -- and
7 I'm not altering what I've already ruled, so that certainly
8 raises questions that may have to be further addressed in
9 subsequent decisions.

10 With respect to the issue about any fees that were
11 paid to -- and I think this specifically focuses on Mr. Singer
12 for now because that's what's addressed in the correspondence,
13 but it could equally relate to fees paid to Mr. Worms after the
14 date of the recognition order. The automatic stay is triggered
15 upon recognition.

16 I would call to -- with respect to attorney's fees, I
17 would call to counsel's attention the decision in the Southern
18 District of New York in SEC v. Princeton Economic
19 International, Ltd., 84 F.Supp 2d 443 (S.D.N.Y. 2000). It was
20 an opinion that Judge Richard Owen, who has since passed away
21 but he specifically ordered a turnover of funds that had been
22 paid to attorneys and I won't further go into an analysis of
23 the opinion. If the issues -- I raise that now because there's
24 obviously a dispute between certainly Mr. Singer and Mr. Marks
25 as to whether or not fees that were paid to counsel would have

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1 to be turned over. And in this SEC v. Princeton Economics
2 International, Ltd., that is certainly an issue that Judge Owen
3 addressed in his written opinion. He also -- he cites other
4 cases, including a decision by then District Judge Denny Chin,
5 who is now a judge on the Second Circuit in another case.

6 So I just call that opinion to counsel's attention, if
7 the Court -- if it's necessary to have further proceedings with
8 respect to the payment of attorney's fees, that -- or any fees
9 that were certainly paid after the recognition order, and
10 we'll -- I'm not going to deal with that today, other than to
11 point out that decision, and note the difference of opinion.

12 So to be clear, and I would ask Mr. Marks to prepare a
13 proposed order. I really want to avoid any issues about what
14 the Court's ruling, et cetera. So prepare a proposed order
15 that provides a thirty-day stay on discovery, and other
16 litigation deadlines in the cases, and this would apply to both
17 the Chapter 15 cases and the two adversary proceedings.

18 And I'm going to require written status reports --
19 obviously, I don't want to know the details of the settlement
20 positions of the parties, but certainly do want to know whether
21 a settlement is reached. So I am going to require written
22 status reports on or before Friday, May 7, 2020, at 5 p.m., or
23 sooner if a settlement has been reached.

24 And let me -- I do want to ask, the only thing I want
25 to ask about the settlement problem, and I want to address this

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1 to Mr. Marks, in Mr. Singer's letter, he indicates that Dentons
2 is counsel for the foreign representatives with respect to
3 pursuing the settlements, and is that accurate, Mr. Marks?

4 MR. MARKS: It is accurate, Your Honor, that there's
5 an attorney from Dentons' office in Moscow, although he might
6 be outside Moscow now, has been the drafter of the settlement
7 agreement, and he has had I think two conference calls with Mr.
8 Singer, one most recently. However, it's not accurate to say
9 that we're not in -- well, while he's the drafter of it, our
10 law firm is involved with the settlement. We're aware of the
11 outstanding issues. We're aware of the current draft. There's
12 been delays. I'm not going to lay blame on anybody. I don't
13 think that helps the Court, but as we sit here today, there's
14 no settlement. There's still substantial issues that are out
15 there, and our client instructed us that we should be given
16 another 30 days, and if there's no settlement, then they want
17 to go forward.

18 MR. SINGER: Your Honor, this is Daniel Singer. May I
19 respond --

20 THE COURT: Okay.

21 MR. SINGER: May I respond?

22 THE COURT: So what I would ask is -- go ahead, Mr.
23 Singer. Go ahead.

24 MR. SINGER: So I differ with Mr. Marks, and again
25 I've been primarily involved in this, there aren't any

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1 substantive issues that are still at sync (ph.). What are at
2 issue at this point are mechanical issues, and it was an
3 extremely productive conversation that was had last Monday.
4 The complication had arisen, how to get -- certain
5 misunderstandings of how things worked here versus in Russia,
6 and I think we largely resolved a lot of those, and where we
7 left it with Mr. Hinds was he was going to consult with his
8 client, and get me a redraft, but it's not really substantive
9 issues, they're mechanical, and I think that I just want to be
10 clear on that. So you know, that's the differing point with
11 Mr. Marks.

12 THE COURT: Okay. I don't want to -- thank you very
13 much, Mr. Singer, and it's not my intention to inject myself
14 into any of the settlement discussions as I may have to be a
15 finder of fact with respect to disputed issues of fact in the
16 case.

17 Mr. Singer, in your letter you raised the issue about
18 mediation. The issue gets complicated here because this is a
19 multi-jurisdiction, multi-country series of issues. What I
20 would say is is that if counsel agree, and certainly mediation
21 can be helpful in many matters, and you can also -- you
22 obviously can agree consensually upon a mediator.

23 I guess the one thing I want to make clear today is
24 that I am agreeing to a 30-day pause in litigation while
25 efforts to reach a settlement are ongoing.

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1 Mr. Marks, I want you and Mr. Singer to confer by
2 telephone over the next few days to work on a proposed schedule
3 that would kick in, if no settlement is reached within the
4 thirty-day period.

5 I recognize that the COVID-19 pandemic creates
6 difficulties for the Court, and for all counsel, and I'm very
7 mindful of that. I do think that despite the pandemic and the
8 difficulties it presents, that there are many things that can
9 move forward if the litigation has to move forward.

10 For example, there's still not been an answer filed.
11 There's no reason that that can't happen. And with respect to
12 discovery, some things become more difficult, others there's no
13 reason that they can't go ahead.

14 So Mr. Singer, and Mr. Marks, you do need to confer by
15 telephone, and try and reach agreement on a schedule that would
16 go forward starting in thirty days if no settlement is reached.
17 I've indicated that I want the written status reports by 5 p.m.
18 Friday, May 7th, or sooner if there is a settlement reached,
19 but otherwise it's going to be necessary to move forward.

20 With respect to the turnover disputes, and I -- from
21 reading Mr. Singer's letter, it appears that a substantial
22 amount of funds have been turned over, but it's obvious from
23 reading the correspondence, that there remains a dispute about
24 whether there are additional funds or assets that are required
25 to be turned over.

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1 So let me ask Mr. Marks first. One of the things --
2 you know, under current circumstances, I'm certainly prepared
3 to pause litigation over the turnover of funds that have not
4 yet been turned over that Mr. Marks, his view is it has to be
5 turned over, and Mr. Singer's view, it doesn't, but my concern
6 is there is either -- whether there is a freeze order or other
7 order in place that would prevent a further transfer of funds
8 that Mr. Marks contends should be turned over.

9 What I don't want -- what I want to be sure of is,
10 I'll agree to pause litigation about turnover of funds if the
11 pause is not used as a basis for any other transfers, whether
12 it's out of attorney trust accounts or otherwise. Mr. Marks'
13 position about what are the consequences of the revocation of
14 the LM Trust, what are the consequences of the recognition
15 order. I've pointed out to everybody the Princeton Economics
16 decision by Judge Owen. I just want to be sure that if the
17 litigation is paused, that the foreign representative is not
18 disadvantaged because further action to remove funds from this
19 jurisdiction or from recovery by the foreign representative
20 occur.

21 Mr. Marks, do you want to address that first?

22 MR. MARKS: Your Honor, this is Mr. Marks, and I
23 appreciate the opportunity. It is something that we are
24 concerned about, and in a nutshell, the focus on the money is
25 that there was approximately 1.3 million dollars that was --

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1 the difference between the money that came from England, which
2 I'll just -- this is on page 6 of my letter, Your Honor, 5.38
3 million dollars came from the sale of Ms. Markus's property in
4 England. Of that, 1.3 million dollars has not been transferred
5 to us because it was paid out to various people, including the
6 Protax Entities. That is -- those proceeds were Ms. Markus's
7 property, and Mr. Bykov has directed after April 1st, 1.378
8 million of that to go to part himself, and in part to lawyers
9 and other people, and we want to recover that, and we think
10 that that falls within your turnover order because it was
11 property of Ms. Markus.

12 So we know that Mr. Bykov also received a substantial
13 amount of money from the sale of Ms. Markus's property in
14 London, which he arranged to have paid to BG Atlantic, which we
15 think is -- which is an entity which we believe that he
16 controls, and we think that there should be some assurance by
17 Mr. Bykov that he's retaining the 1.3 million dollars someplace
18 in the United States, so that it's not being dissipated.
19 That's our concern because there's a history, unfortunately, of
20 dissipation in this case.

21 THE COURT: Okay. Let me just -- and I've opened --
22 Mr. Marks, I've opened your letter to page 6 and --

23 MR. MARKS: Yes.

24 THE COURT: -- under turnover dispute with Bykov, it
25 indicates \$1,378,420.92 --

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1 MR. MARKS: Right.

2 THE COURT: -- and listed as Markus -- you paid
3 proceeds disbursed from LM Trust account. Is it your belief
4 that those funds, at least were after the recognition order, in
5 accounts in the United States?

6 MR. MARKS: No doubt about it. They were transferred
7 after April 1st -- Your Honor, they were transferred, I believe
8 on March 29th, so therefore they were in the account, and they
9 had not been transferred out of the LM account as of April 1st.

10 THE COURT: Okay. Mr. Singer, are those funds still
11 present in the United States?

12 MR. SINGER: The 1.3 million dollars, it's a
13 multi-tiered question. I mean, no, by Mr. Marks's own
14 correspondence, I mean, a lot of this money has been spent in
15 the ordinary course of business. So it's not in the United
16 States. There is some money that has been frozen. Right now,
17 there's 231,000 dollars in my escrow account. As you recall,
18 Your Honor, some accounts were closed, okay, and there's
19 231,000 dollars in my escrow account for this.

20 Some of that money, I indicated in one of my -- in Mr.
21 Bykov's affidavit to the motion that about 36,000 dollars in
22 the LM -- and of that money had been frozen out of an abundance
23 of caution because that constituted monies that had been
24 transferred from the sale of the proceeds. So within that
25 money that has been the "frozen", that 36,000 dollars.

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1 I believe that -- and this is something we need to
2 confirm, I believe that Protax itself also had frozen some
3 monies after the freezing order went into effect based on the
4 freezing order. I'd have to confirm the exact amount of that.
5 I wasn't actually involved in that, counseling at that point.
6 Rosenberg & Estis was dealing with that at that point.

7 So I think that there's some freeze -- I mean, there's
8 some monies there. As far as the money that was paid to me
9 goes, that money has -- it was incurred even -- most -- almost
10 all of it was incurred prior to the freeze order going into
11 effect, and the remainder was incurred in -- that money doesn't
12 exist at this point. So that's why I can say about how much
13 money is frozen at this time.

14 THE COURT: Mr. Marks, you and Mr. Singer need to
15 discuss this issue further. As I say, I'm certainly prepared
16 to pause the litigation for thirty days but in doing so, I'm
17 only willing to do that so long as funds as to which the
18 foreign representative claims the turnover was required, are
19 not further transferred or dissipated.

20 So Mr. Marks, you need to try and see if you can reach
21 an agreement with Mr. Singer. It may require that he obtain
22 the information about what funds are where, et cetera. If -- I
23 mean, I think that a pause in litigation is appropriate, so
24 long as the foreign representative is not further disadvantaged
25 by any further transfer of funds. To the extent funds have

1 been transferred properly or improperly in the past, the
2 foreign representative certainly may well have his rights as to
3 going after whatever parties received those funds, as to
4 whether they can be recovered, but the one thing that I want to
5 be crystal clear about is that a pause cannot be used as a
6 justification for any further transfer of funds that are
7 subject to the automatic stay because of recognition, because
8 they were Larisa Markus' property.

9 So as I say, I'm happy to agree to a thirty-day pause
10 in litigation but not insofar as it would further disadvantage
11 the foreign representatives. So Mr. Marks, and Mr. Singer, now
12 is not the time for me to resolve it. You need to see whether
13 you can come to an agreement about it. If you can't, and if
14 Mr. Marks, you wish to proceed in some fashion to either freeze
15 funds, or obtain the turnover of funds, please notify the Court
16 in a letter, and we'll promptly schedule further proceedings to
17 the extent necessary.

18 MR. MARKS: Your Honor, this is Mr. Marks.

19 THE COURT: Mr. Marks, do you want to comment further,
20 and then I'll give Mr. Singer a chance. Go ahead.

21 MR. MARKS: Yeah, I do, Your Honor. Your Honor, I
22 appreciate your flagging this. It is an area of concern At
23 this -- we, I guess delayed pursuing this because of the
24 settlement but we don't want there to be the risk of further
25 harm.

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1 The only thing, Your Honor, I would add is when -- if
2 we need to move forward with this which we can, it's not
3 difficult for us to file another turnover motion directed at
4 the 1.3 million, but we would most likely want to take a short
5 deposition of Mr. Bykov. It would probably be two to three
6 hours. It would only be focused on the issue of the funds that
7 would be subject to the turnover. I don't think that it would
8 require the production of many documents, so there would be no
9 need for people to go in their offices. Most documents are
10 electronic anyhow, but I just do want to flag that one issue
11 for the Court because we would want to get Mr. Bykov's
12 testimony because as Your Honor knows, we did have some issues
13 before where amended tax returns were filed on the eve of the
14 turnover hearing, and we don't want to see something like that
15 happen again.

16 THE COURT: Mr. Marks, are you still there?

17 MR. MARKS: Yes, Your Honor.

18 MR. SINGER: This is Mr. Singer. May I respond?

19 THE COURT: Mr. Marks, are you there?

20 MR. MARKS: Yes, yes, Judge.

21 THE COURT: Hang on. No, let me -- one of the
22 issues -

23 MR. MARKS: I'm here.

24 THE COURT: Yeah, let me finish, and then I'm going to
25 ask Mr. Marks to continue, and then I will give Mr. Singer a

1 chance to respond. One of the issues about the technology, I
2 have you connected through my computer, and it went to sleep,
3 and the result was that Mr. Marks, you sort of cut off in the
4 middle of your remarks. It may well have been recorded but
5 just so that I have the benefit of it, I would ask you to
6 repeat it, and then Mr. Singer, I absolutely will give you a
7 chance to respond.

8 This is as to the issue -- the last that I heard
9 before you cut off at my end, Mr. Marks, was that you thought
10 that you needed a short deposition of Mr. Bykov. Is there
11 something you want to add after that?

12 MR. MARKS: Your Honor again, this is Mr. Marks. Yes,
13 Your Honor. What I think I was saying was it's not a big deal.
14 We could file a motion for turnover, which would be directed at
15 this specific property. We may be able to get some of the
16 property back directly from the attorneys who have it. We've
17 been negotiating with the Kingsley -- Mr. Kingsley.

18 However, Your Honor, what we would want would be to I
19 think take a two-to-three-hour deposition of Mr. Bykov, again
20 only related to the issue of what's in the turnover motion. In
21 part, Your Honor, we don't want to have another problem where
22 there's a story one day, and then it changes. Your Honor may
23 recall on the eve of the turnover hearing, that Mr. Bykov filed
24 "amended tax returns" for 550 Park Avenue, and some other
25 entities, and we'd like to get his testimony down, so that Your

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1 Honor would then be able to rule if there is a dispute. That's
2 what I was saying, Judge.

3 And it can be done, obviously --

4 THE COURT: Okay. Mr. Singer, go ahead.

5 MR. MARKS: -- remotely.

6 THE COURT: You wanted to respond.

7 MR. SINGER: Okay. This is Mr. Singer --

8 THE COURT: Go ahead, Mr. Singer.

9 MR. SINGER: -- responding. Yeah, so a couple of
10 issues, Your Honor. So first of all, as I set forth in my
11 letter, we would be severely prejudiced at this point if we had
12 to go forward to defend this motion in this current
13 environment. I'm working remotely. I have some access to
14 documents, not everything.

15 Mr. Bykov has a compromised immune system for -- I'm
16 not going to into with the Court, but he is staying durations
17 that's outside the City of New York. I believe he's somewhere
18 in the Hudson Valley. And Protax itself has also worked
19 remotely and has limited access to documents and other
20 information.

21 So given how severe this motion is, and I would say
22 this for any motion, but given how severe, my position is that
23 this -- in all fairness, there's no situation where I can go
24 forward until things return to some sort of normalacy (sic).
25 That's number one.

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1 Number two, as far as the deposition of Mr. Bykov
2 goes, again until things get returned to some sort of situation
3 of normalacy (sic), there's no situation where I could see in
4 fairness, the deposition of Mr. Bykov going forward.

5 You know, first of all, an in-person deposition is out
6 of the question in the current environment. I don't think it's
7 even legal to be quite honest. Number two, a virtual
8 deposition would be -- I'd be severely prejudiced by having to
9 defend my client remotely.

10 Number three, and I'm sorry, I have to say this, and I
11 set it forth in my letter, I find the timing of this request to
12 be extremely disturbing, and frankly rather shameful. I mean
13 what is happening here is they could've done this -- first of
14 all, I don't really believe Mr. Marks thinks he's entitled to
15 this money because if he did, nobody in their right mind
16 would've waited six months to try to get over two million
17 dollars without doing anything. So the logic itself vitiates
18 their argument.

19 Number two, I mean to bring this up in the current
20 environment, okay, is just unacceptable to me, and it's
21 completely improper, and I what think they're doing here is
22 that they're trying to utilize the Court to get some sort of
23 leverage in the settlement negotiation, and using the
24 coronavirus as a way of doing that when we're sort of down in
25 our defenses.

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1 So in the unlikely event that this should go forward
2 at all, and I would -- and again in my letter, I said it should
3 not, my position very strongly is it has to wait until we get
4 to some sort of situation of normalacy (sic) which hopefully
5 for -- I'm sure everybody agrees on this phone call, will
6 hopefully happen sooner rather than later, but until that time,
7 I just can't properly defend any such application of the sort.

8 THE COURT: May I ask you this question, Mr. Singer?

9 MR. SINGER: Uh-hum.

10 THE COURT: Let's assume that Mr. Bykov had in an
11 account the \$1,378,420.92 that Mr. Marks identifies in his
12 unpaid six of his April 2 letter, just assume that for a
13 second. Do you believe that Mr. Bykov should be free to
14 transfer that money outside the United States to the Caribbean
15 or someplace else tomorrow?

16 MR. SINGER: Well, I don't -- first of all, to the
17 best of my knowledge, and again I obviously have no personal
18 knowledge of this, and I'm not going to go into privileged
19 communication, but there is no 1.3 million dollars sitting into
20 an account. By Mr. Marks' own records, okay, that he had
21 gotten from us, that money had already been sent to various
22 transfers in the ordinary course of business.

23 So without attempting to brief any arguments on this
24 phone call, I mean obviously as I've hinted in multiple
25 letters, one of the "defenses" to this would be it was spent in

1 the ordinary course of business.

2 So this idea that there's some fund sitting around
3 somewhere is just not the case. As I said, there is some --
4 there is about \$231,000 in my escrow account, of which some of
5 it, about 36- was "frozen", okay, but there is the 231, and
6 that's not going anywhere, that's in my escrow account. That's
7 not being touched obviously, okay.

8 And then, I believe there was some money that Protax
9 froze, and I can get a confirmation on how much they have
10 that's frozen, but beyond that, there isn't this one -- if
11 there's an idea that somehow there's 1.3 from these proceeds
12 sitting around somewhere, that's not -- I think I could say,
13 that's just not the case, even just looking at Mr. Marks' own
14 correspondence. It was already transferred and spent.

15 THE COURT: Well first off, let me say that I don't
16 know of any exception to the effect of Section 362 applying
17 upon the recognition of the foreign main proceeding, which is
18 what happened, and so I don't know of any ordinary course of
19 business exception to the automatic stay that applied upon
20 recognition. I'm not making any determination whether the
21 funds at issue were or were not subject to the automatic stay
22 upon the entry of the recognition order on April 1, but it
23 clearly is an issue.

24 So Mr. Singer, I don't think your statement that well,
25 of course he could pay money out of it in the ordinary course

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1 of business, I don't know of any exception. Perhaps you're
2 able to brief that issue as a defense to any transfers that
3 were made after April 1. That's not for the Court to decide
4 today.

5 What I am directing is -- I understand, Mr. Singer,
6 that the coronavirus pandemic creates significant problems for
7 everybody, including the Court. I entered an order in another
8 matter last week where a deposition of two individuals that I
9 ordered to be limited to four hours each, go forward, and the
10 order provided for remote taking of the deposition. Yes, that
11 presents some issues, I understand that, but the pandemic --
12 I'm not saying this is what's being engaged in here, the
13 pandemic and the problems that it creates for the Court and for
14 the parties can't be used as an excuse to permit improper
15 transfers of funds.

16 What you, Mr. Singer, and you, Mr. Marks, need to
17 discuss is whether you can reach an agreement, it may require
18 you to make some more disclosures, Mr. Singer, about where did
19 the money go, when did it go, was it after recognition on April
20 1st? Was there funds of the Markus estate? There's no estate
21 in a Chapter 15 case, the property in the United States that
22 would be subject to the stay that came into effect on
23 recognition.

24 And if you can't reach an agreement, Mr. Marks, you
25 can address the issue in a letter to the Court before the

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1 status letter that I've asked for. I hope that you're all able
2 to reach a settlement, and I don't doubt that the next thirty
3 days can best be spent trying to reach the settlement. If Mr.
4 Marks, you're able to put off this issue of litigating over the
5 1.378 million dollars while the settlement goes forward, I hope
6 you're able to do that.

7 But Mr. Singer, just shouting pandemic isn't -- and
8 the problems that creates, which I acknowledge, cannot be used
9 as a justification for keeping out of the reach of the foreign
10 representative, property that is subject to turnover, okay. We
11 won't dwell on that further now. I'm directing you, Mr. Marks,
12 and you, Mr. Singer, to have a further discussion about it, and
13 see whether you can either agree to pause that issue as well
14 for the thirty days or otherwise, but otherwise, Mr. Singer, it
15 is not going to -- you know, I will -- we'll have, if we have
16 to have another telephone hearing, we will, but let's see
17 whether you and Mr. Marks are able to reach an agreement about
18 it.

19 So let me see, I have some other notes of questions
20 that I had that I want to deal with.

21 MR. SINGER: Your Honor, may I respond very briefly,
22 just one point?

23 THE COURT: Go ahead. First identify yourself on the
24 record.

25 MR. SINGER: I'm sorry, it's Daniel Singer. I just

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1 had one point to highlight.

2 THE COURT: Go ahead.

3 MR. SINGER: Okay. Yeah, so far as -- and I'm not
4 going to reiterate what I've already said, and it's already --
5 most of it's in my letter, so I don't belabor the Court with
6 that, but I will say that as far as where the money has gone,
7 Mr. Marks knows where this money is, it's actually in his
8 letter, because he has the transfers outlined, and it's already
9 been disclosed. So there's no mystery about where this money
10 has gone. I'm happy -- and again, I'm happy to discuss with
11 Mr. Marks for any illumination he might like on that but it's
12 not like at this point there's some sort of mystery to that.
13 There's been full disclosure.

14 I just had a question and perhaps, and I apologize if
15 I missed this, when did you want Mr. Marks -- there's a status
16 report due on May 7th, but when did you want Mr. Marks and I to
17 report back to you? I'm sorry.

18 THE COURT: What I indicated is that I do want the
19 written status -- this is separate from this 1.378 million
20 dollars. There I want the two of you to see whether you can
21 agree to pause that issue for the next thirty days or not, and
22 that, one or both of you ought to file a status letter with
23 respect to just that issue, okay?

24 What I wanted, and what I ordered is I want a written
25 status report from whoever wants to file one by on or before

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1 Friday, May 7th at 5 p.m., or sooner if the settlement is
2 reached. That really goes to the entire dispute, and if there
3 is no settlement, how you move forward. I've directed that the
4 two of you, Mr. Singer and Mr. Marks, talk about if no
5 settlement is reached by the what is -- by the end of
6 thirty-day period, what should be the schedule going forward.
7 I view that as a separate issue than I do this issue that Mr.
8 Marks has raised with respect to the further turnover
9 immediately, okay? I hope that's responsive to your question,
10 Mr. Singer. It was a fair question.

11 MR. SINGER: I'm sorry, I do. It is. But I want to
12 be clear, so I want to make sure I understand it. So I'm
13 sorry, I understand the May 7th letter, but the other letter
14 where we're supposed to update the Court on what's going to
15 happen with the schedule if it doesn't succeed with settlement,
16 and the one point -- if we need to involve the Court with the
17 1.3, as you said, with the turnover issues, when do you want
18 that filed with the Court?

19 THE COURT: I want the two of you to confer, and I
20 want you to deal specifically with the issue of the turnover of
21 the 1.378 million, and if Mr. Marks wants to go forward with
22 further proceedings promptly, not after thirty days, the letter
23 ought to indicate that, and if we have to have a further
24 telephone conversation, we will.

25 MR. SINGER: Okay.

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1 THE COURT: It seems to me that the issues of the
2 global settlement are a broader set of issues than just the
3 1.378 million dollars. Is that clear, Mr. Singer?

4 MR. SINGER: Yes, and I will also say in the letter, I
5 mean without going into detail of the settlement, that none of
6 that -- and this is the problem I'm having with this, and I
7 respect what Your Honor is saying, and I understand it, is that
8 this not part --

9 THE COURT: Now you're being repetitive, Mr. Singer.

10 MR. SINGER: I apologize.

11 THE COURT: Mr. Singer?

12 MR. SINGER: I apologize.

13 THE COURT: Mr. Singer, okay, you can stop now. I
14 think I've been clear about what I want. I don't want to hear
15 any further argument about it.

16 MR. SINGER: Uh-hum.

17 THE COURT: Mr. Marks --

18 MR. MARKS: Your Honor?

19 THE COURT: -- are there other issues that we need to
20 take up today?

21 MR. MARKS: Your Honor, just on this issue, may we
22 have until Friday, Your Honor, for Mr. Singer and I to meet and
23 confer, and to report back to Your Honor on the -- what I will
24 call the 1.3 million dollar issue?

25 THE COURT: Absolutely.

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1 MR. MARKS: Okay. Your Honor, I just --

2 THE COURT: And I don't expect the two of you to meet
3 other than by telephone.

4 MR. MARKS: No, absolutely, Your Honor. I just want
5 to say one thing, all of us are affected by the pandemic, okay?
6 We put in our letter about that, but you know --

7 THE COURT: Mr. Marks? Mr. Marks?

8 MR. MARKS: Yeah.

9 THE COURT: Mr. Marks? Mr. Marks?

10 MR. MARKS: Yeah.

11 THE COURT: I don't want to hear any more about the
12 pandemic, okay?

13 MR. MARKS: Fair enough, Judge.

14 THE COURT: Okay. Are there other issues that I need
15 to take -- so you're going to prepare the -- a proposed order
16 for the thirty-day pause.

17 MR. MARKS: Yes, Your Honor.

18 THE COURT: Okay. Just so we get that clear, filed on
19 the record. There's no delay in that. You'll do that within
20 the next couple of days. I want to see that, okay?

21 MR. MARKS: I don't think Mr. -- well, I will work
22 with Mr. Singer on it because I understand the issues with Mr.
23 Worms are not going to be subject to that stay order, right,
24 Your Honor? I'm sorry, you --

25 THE COURT: What is it that you intend to proceed?

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1 No, Mr. Worms, we're going to deal with in a couple -- in a
2 minute, Mr. Marks, a schedule for going forward on the issues
3 on remand. That's not subject to this thirty-day pause.

4 MR. MARKS: Fair enough. So then I will confer with
5 Mr. Singer on it. I don't think that there's -- I don't
6 believe that there's anything, I'll double-check, but I don't
7 think there's anything that we've set forth in our letter that
8 would impact Mr. Worms, but we'll -- I'll check that, Your
9 Honor.

10 THE COURT: Okay.

11 MR. MARKS: I understand what Your Honor wants me to
12 do. So I think the answer to Your Honor's question is we'll
13 submit a proposed stay order to Your Honor in the next couple
14 days. We will have a proposed order to Your Honor on what to
15 do after thirty days, if it doesn't settle. We'll have that to
16 Your Honor by I think May 7th, and Mr. Singer and I will report
17 back to the Court by Friday where we stand on the 1.3 million.

18 THE COURT: Okay. All right. Now let's deal with the
19 issues on remand from Judge Liman's decision of last Friday.
20 On that score, Mr. Marks, and Mr. Worms, the two of you need to
21 confer by telephone, and try and reach an agreement on the
22 schedule for this Court to go forward on the issues on remand
23 from Judge Liman.

24 On that score, the schedule should include one
25 additional filing by each of you. You should agree on the

1 dates, addressing the issues that Judge Liman has sent back to
2 this Court on remand.

3 If you're unable to reach an agreement on that
4 schedule by this Friday, and it is not subject to the thirty-
5 day pause, you can each submit written proposed schedules by 5
6 p.m. Friday, and I will consider each of those, and enter an
7 order with the schedule.

8 So again to be clear, on the issue -- on the question
9 of the issues on remand from Judge Liman, with respect to
10 sanctions for contempt, and attorney's fees to Mr. Marks' firm,
11 you are to confer -- the two of you are to confer and seek to
12 reach an agreement on the schedule that will apply. The
13 schedule should include one additional filing by each of you.

14 And in terms of a hearing date, after I receive -- I
15 will set a further hearing after seeing the proposed schedule.
16 The proposed schedule can leave open a date for a telephone
17 hearing on the issues on remand.

18 Mr. Marks, do you understand that?

19 MR. MARKS: This is Mr. Marks. Yes, Your Honor.

20 THE COURT: Okay. Mr. Worms, do you understand that?

21 MR. WORMS: I understand what the Court said, but I
22 have one issue if I might raise it, Judge, and that has to do
23 with the additional filing. As Mr. Singer indicated, and I am
24 not seeking to suggest that the pandemic can be used
25 prophylactically, but I am at a disadvantage, Your Honor,

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1 because in order to make a substantive filing, I need access to
2 a law library. I usually use the NYU Law School Library, where
3 I went to school, and I also have documents in my office which
4 I will need access to.

5 So I hope the Court, and I hope Mr. Marks will give
6 some consideration to that in whatever schedule is proposed to
7 the Court because I am at a disadvantage by my inability to
8 have access to a functioning law library.

9 THE COURT: Do you have an account with Lexis or
10 Westlaw?

11 MR. WORMS: I have online access, Judge, but I am from
12 the old school, and we research initially by books. I go to
13 the library at NYU. I sit there. I research, Judge. It is
14 how I've done it all my life as a lawyer. I understand that
15 the Court wants to move ahead, and I'm not seeking to delay
16 that, Judge, but I do feel I am at a disadvantage by virtue of
17 my inability to access a law library.

18 So I will leave it to the Court. I understand --

19 THE COURT: Mr. Worms?

20 MR. WORMS: If I might, Your Honor, I'm not --

21 THE COURT: Mr. Worms, do you have -- Mr. Worms,
22 please answer my question. Do you have an account with Westlaw
23 or Lexis, yes or no?

24 MR. WORMS: I do not.

25 THE COURT: With neither of them?

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1 MR. WORMS: I do not, Judge.

2 THE COURT: Okay. Well, you and Mr. Marks will confer
3 on the schedule, and if you can't agree, you can submit
4 separate letters dealing with it, and I will take those into
5 account in setting a schedule.

6 MR. WORMS: May I raise one other issue?

7 THE COURT: Anything else on the issue of -- go ahead.

8 MR. WORMS: This is Mr. Worms. Your Honor, I did have
9 occasion to read the Court's transcript from the July 4th
10 hearing in the adversary proceeding where you indicated that
11 given the settlement posture of the case, you would not be
12 disinclined to entertain a motion to vacate as respect to the
13 orders that are the predicate for the sanctions and legal fees.
14 I just want to know, is the Court still inclined to entertain a
15 motion to vacate or is the Court not so inclined, Judge?

16 THE COURT: I don't know what was said on that
17 transcript. I don't have it in front of me. If you have a
18 position about it, Mr. Worms, put it in writing, and I'll
19 consider it.

20 MR. WORMS: Okay. Very good, Your Honor. Thank you.

21 THE COURT: Okay. But the only other thing I would
22 ask one of my law clerks who, they're on the phone, is with
23 respect to Mr. Worms' motion to be relieved as counsel, one of
24 you can prepare an order that denies that motion without
25 prejudice --

1 MR. WORMS: Can I ask one --

2 THE COURT: -- and I've indicated the reasons that --
3 no, just stop, Mr. Worms. I'm denying the motion without
4 prejudice because the Court has been directed by the district
5 court to address issues on remand from Judge Liman. I would
6 add additionally, that Mr. Worms is counsel of record on an
7 appeal of the turnover order that's pending before Judge
8 Torres, and until that appeal is resolved, I will not relieve
9 Mr. Worms as counsel of record for Ms. Markus in the Chapter 15
10 case before me.

11 So an order will be prepared by one of my clerks.
12 I'll review it, and I will enter an order on the docket with
13 respect to that motion to be relieved.

14 Mr. Worms, what else did you want to say?

15 MR. WORMS: Judge, and this -- the issue I want to
16 raise is, Judge, my motion to be relieved, or to withdraw, goes
17 to the issue of payment. So the Court is suggesting that I
18 should work for free, and I should be an indentured servant
19 here with no compensation until such time as the appeal is
20 resolved before Judge Torres. I think that's particularly
21 unfair to me, Judge.

22 Mr. Marks gets paid. Mr. Singer gets paid. I have to
23 work, essentially like a slave with no compensation, and I made
24 a motion to the Court specifically because I'm not being paid,
25 and you've just said Your Honor, that I am going to stay on

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1 this case until such time as Judge Torres resolved the trust
2 appeal. I think that would obligate me, not only to write the
3 reply briefs but to argue them all for free, Judge. I think
4 that is patently unfair, but I guess the double standard
5 continues to be applied to me, especially being held in
6 criminal contempt by this court.

7 THE COURT: Have you moved to be relieved as counsel
8 in the matter before Judge Torres?

9 MR. WORMS: I have not yet done so, Judge, but you've
10 already denied my motion, and you're going to issue an order
11 essentially saying I cannot not leave this case until that
12 appeal is resolved. So it essentially locks me in for the
13 indefinite future, Judge, as a lawyer without compensation
14 in -- vis-a-vis of the Thirteenth Amendment which as the Court
15 well knows, is the very amendment that dealt with the issue of
16 indentured servitude.

17 THE COURT: Do you intend to move to be relieved in
18 the appeal before Judge Torres, or you're going to go ahead and
19 proceed with that case?

20 MR. WORMS: Judge, I don't know what that situation
21 is. What I would like, Judge, is to have a determination on
22 the merits of my motion with respect to being withdrawn. I
23 don't think that the one has to do with the other. You can
24 still proceed with the remand --

25 THE COURT: I just denied the -- Mr. Worms -- Mr.

1 Worms, I've denied your motion without prejudice.

2 All right. Any other matters for today?

3 MR. WORMS: What about my compensation, Judge?

4 THE COURT: I don't pay you, Mr. Worms, and the fact
5 that you are counsel of record in this case, as of last Friday
6 there are issues on remand from Judge Liman specifically
7 addressing you. I am going to address the issues on remand.
8 I've directed you and Mr. Marks to try and reach an agreement
9 on a schedule. If you can't, I will set the schedule.

10 I am not relieving you as counsel of record in the
11 Chapter 15 case until I have resolved the issues that are on --
12 that were sent back to me last Friday on remand from Judge
13 Liman. You are also counsel of record on an appeal from an
14 order before me, whether that issue -- whether that's affirmed
15 or overruled, we'll have to wait and see. That's the ruling
16 for today.

17 Is there anything else you want to lay out on the
18 record, Mr. Worms? Go ahead. I will give you another one more
19 minute.

20 MR. WORMS: Nothing further, Judge. I think the
21 record speaks for itself.

22 MR. MARKS: Your Honor, this is Mr. Marks. May I just
23 add one other thing?

24 THE COURT: Yes, go ahead.

25 MR. MARKS: Your Honor, I just wanted to add in terms

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1 of Mr. Worms, there's also the Rule 11 motion that's pending
2 against him. We haven't submitted our reply brief yet. I just
3 didn't want Your Honor to lose track of that.

4 THE COURT: Okay. I clearly had. All right.

5 Mr. Singer, anything else for today?

6 MR. SINGER: No, Your Honor, thank you.

7 THE COURT: All right. Bear with me just a second,
8 please. All right. We are in recess until 2 o'clock this
9 afternoon. Thank you very much all of you.

10 MR. SINGER: Thank you.

11 (Whereupon these proceedings were concluded)

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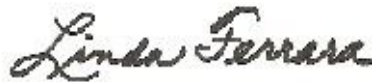
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C E R T I F I C A T I O N

I, Linda Ferrara, certify that the foregoing transcript is a
true and accurate record of the proceedings.



Linda Ferrara (CET-656)
AAERT Certified Electronic Transcriber

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352 Seventh Ave., Suite #604
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Date: April 9, 2020

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